A.G. Contract No.: KR00-0773TRN
ADOT ECS File No.: JPA 00-067
Project No.: RAM 101-C-501
Project: SR 101L, Price Freeway,
Section: Guadalupe Rd. - Warner Rd.

TRACS: H5396 01 C

Budget Source Item No.: 81401

### INTERGOVERNMENTAL AGREEMENT LANDSCAPE MAINTENANCE

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF MESA

THIS AGREEMENT is entered into	19th (	Yctober)	, 2004 pursuant to
Arizona Revised Statutes § 11-951 through § 1	1-954, as ame	ended between the	STATE OF ARIZONA,
acting by and through its DEPARTMENT OF TR	ANSPORTAT	ION (the "State") a	nd the CITY OF MESA,
ARIZONA, acting by and through ITS MAYOR AI	ND CITY COU	INCIL, (the "City").	

### I. RECITALS

- 1 The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
- 2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City
- 3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on SR-101L, as designated in the attached Maintenance Exhibit at the following location.

From SR 101L centerline roadway station 328+00 at Guadalupe Road to centerline roadway station 355+60, a total net distance of approximately 0.52 miles.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

Filed with the Secretary of State

Secretary of State

34: De J. Graenewal

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#### II. SCOPE OF WORK

1. The State prepared to State standards design plans for the landscaping and irrigation project and submitted them to the City for concurrence.

- 2. The State used color-coded irrigation pipe to indicate the presence of reclaimed water, as required by law, if the City elects to use effluent water at a later date. At this time, the City has elected to use potable water.
- 3. The City concurred with the plans and the project was constructed by the State at State's expense.
- 4. The City will provide potable or reclaimed water mains up to or within the State's right of way at the City's expense.
- 5. The City shall furnish all potable or reclaimed water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, at City's expense.
- 6. All planned work by the City within the State's Control of Access shall be requested through the State's Phoenix Maintenance District Permits Office.
  - 7. The City has the option to deliver treated reclaimed water instead of potable water.
- 8. After construction, the State will maintain landscaping, landform graphics, the irrigation system, and pay for irrigation system electric, generally within the Control of Access, as designated in the attached Maintenance Exhibit, including all testing, adjusting, repairing and operation of the irrigation system.
- 9. At the conclusion of the contractor maintenance and warranty period, referred to in the construction contract as Landscaping Establishment, the City shall maintain the irrigation system generally outside the Control of Access as designated on the Maintenance Exhibit, including all testing, adjusting, repairing and operation of the irrigation system. At this time, the City shall also assume responsibility of paying for electrical power necessary to operate the City's irrigation system and controllers and any booster pumps.
- 10. The City hereby agrees to maintain the landscaping in areas designated on the Maintenance Exhibit. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping.
- 11. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

### **III.MISCELLANEOUS PROVISIONS**

- 1. This agreement shall become effective upon filing with the Secretary of State.
- 2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in

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writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

- 3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
- 4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
- 5. In the event of any controversy that may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
- 6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation Joint Project Administration 205 S. 17th Avenue Mail Drop 616E Phoenix, AZ 85007 FAX: (602) 712 7424 City of Mesa City Manager P.O. Box 1466 Mesa, AZ. 85211-1466

7. Pursuant to Arizona Revised Statutes Section 11-952 (D), attached hereto, is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written

CITY OF MESA

STATE OF ARIZONA

Department of Transportation

itv Manager

only ividilage

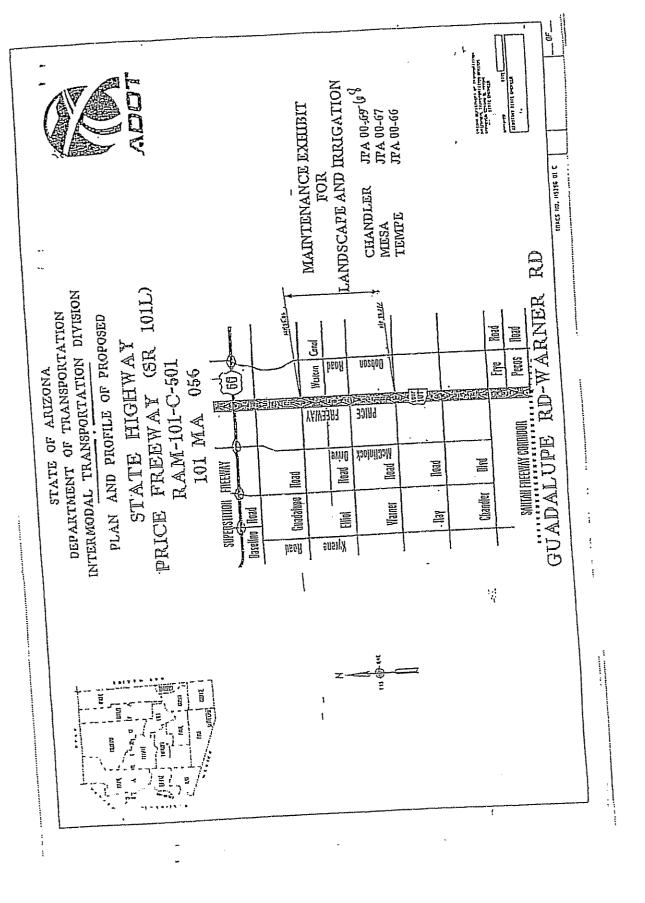
DANIEL S. LANCE, P. E Deputy State Engineer

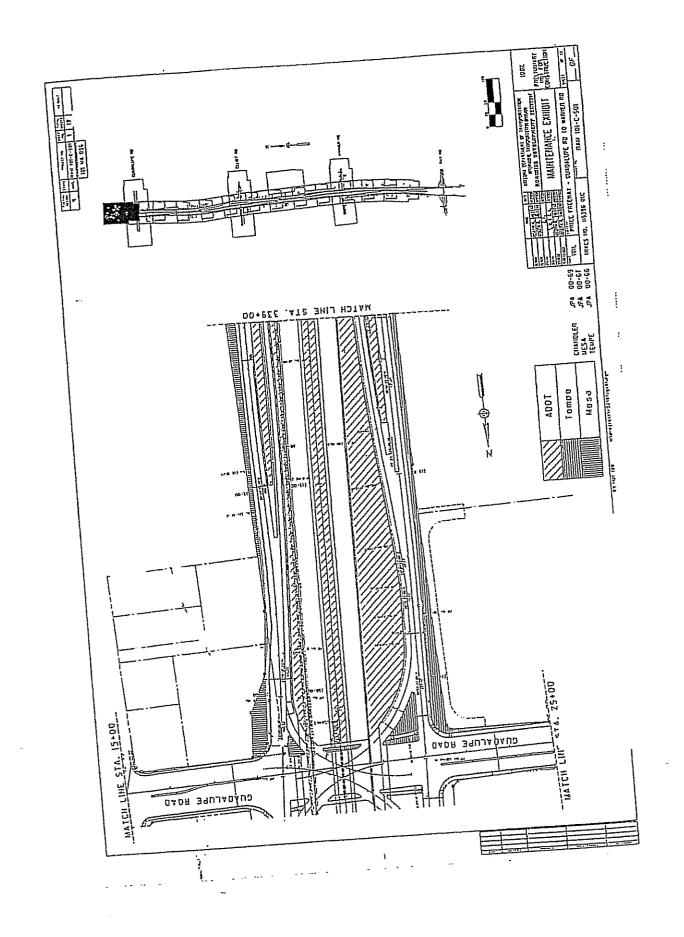
**ATTEST** 

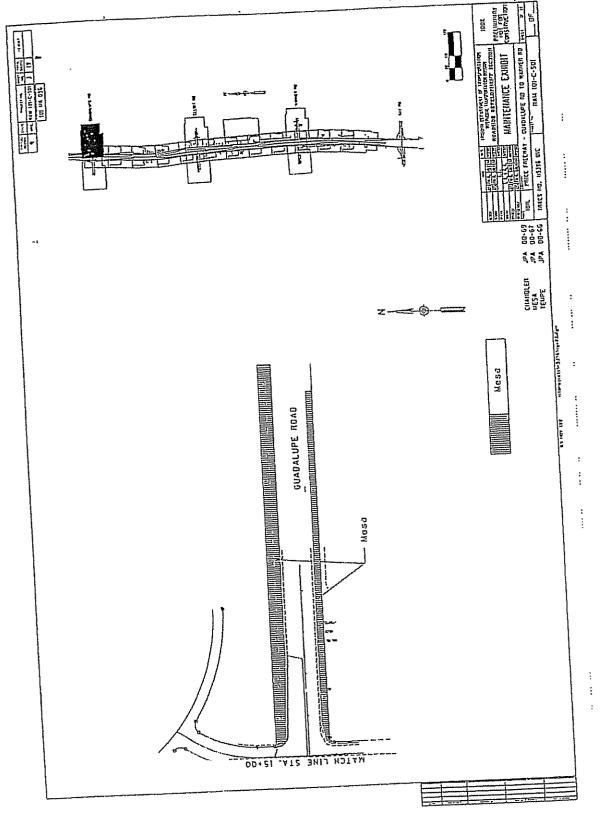
BARBARA JONES

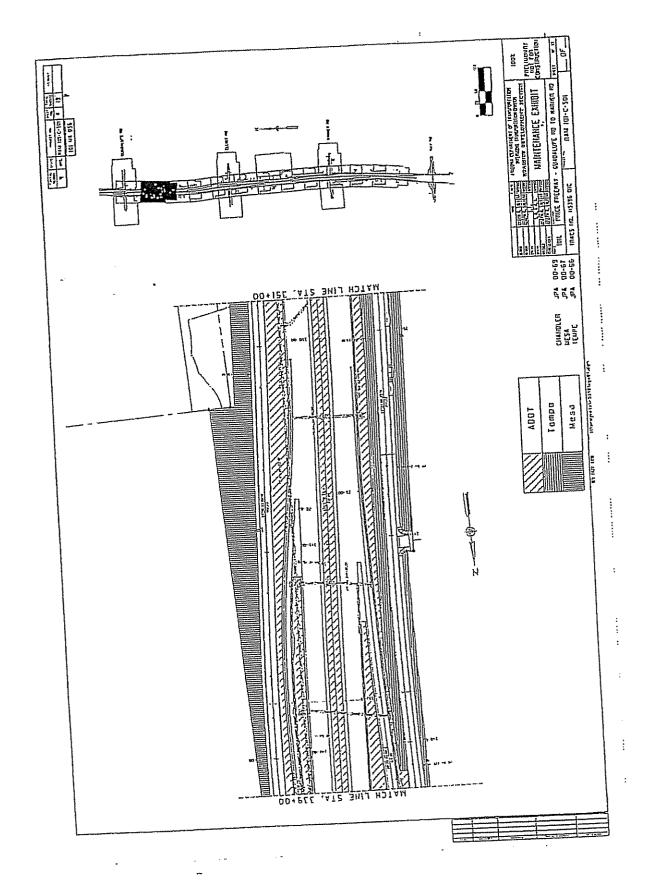
City Clerk

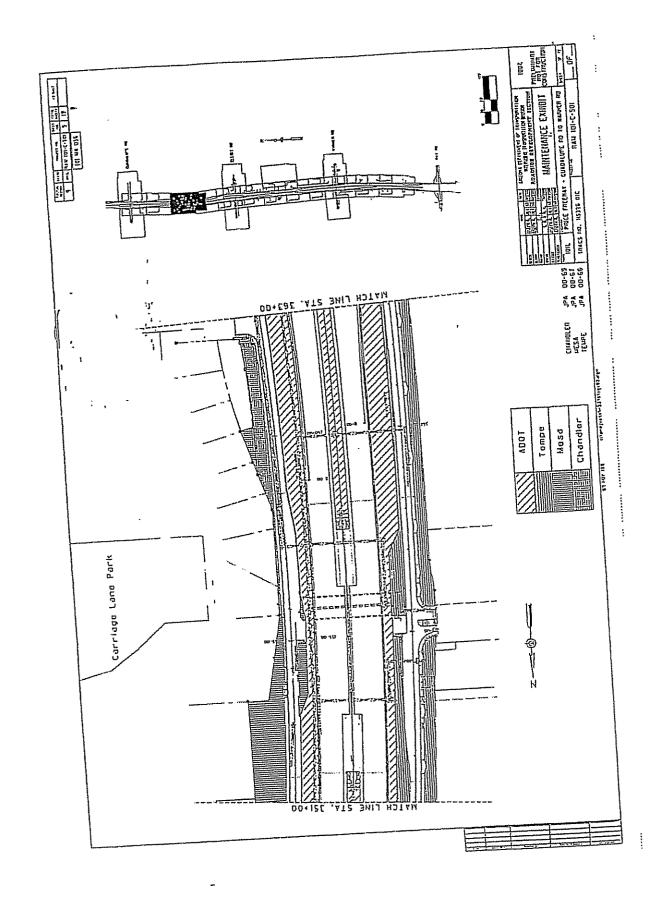
G:00-067-Mesa-Landscape Maintenance Rev 1/FINAL-10Aug2004-IH











## RESOLUTION NO. 8328

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF MESA FOR THE LANDSCAPE MAINTENANCE ALONG THE PRICE FREEWAY FROM GUADALUPE RD TO THE WESTERN CANAL

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA,
MARICOPA COUNTY, AS FOLLOWS:

Section 1: That the agreement between the State of Arizona Department of Transportation and the City of Mesa for the Landscape Maintenance along the Price Freeway from Guadalupe Rd to the Western Canal (ADOT JPA No. 00-67); is hereby approved.

Section 2: That the City Manager, Michael T. Hutchinson, or his designated representative, is authorized and directed to execute the agreement on behalf of the City of Mesa, and the City Clerk is authorized and directed to attest to the signature of the City Manager or his authorized designated representative thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 20<sup>th</sup> day of September, 2004.

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EAL

APPROVE

Mavor

ATTEST

City Clerk

### JPA 00-067

### APPROVAL OF THE CITY OF MESA ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF MESA, an agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 22 day of September, 2004.

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City Attorney



TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION TRANSPORTATION SECTION WRITER'S DIRECT LINE: 602.542.8855

# INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR00-0773TRN (**JPA 00-067**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: October 14, 2004

TERRY GODDARD Attorney General

Susan E. Davis

Assistant Attorney General Transportation Section

SED:mjf Attachment 871927